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**ROBERT J. BAUMAN**  
ALDERMAN, 4TH DISTRICT

April 4, 2006

**RE: Downtown Transit Connector Study**

Dear Colleagues:

As many of you may know, I filed a legal action against Governor Tommy Thompson and the Wisconsin Department of Transportation in 1998 over the Governor's decision to terminate further study of light rail planning in 1997. The essence of that legal action was that the Governor's decision had an adverse impact on low income and minority communities in Milwaukee in violation of various provisions of federal law. That legal action was resolved by a settlement agreement dated November 17, 2000 that I drafted and signed on behalf of my client, Leah Wallace.

It has now come to my attention that this settlement agreement and the language that I specifically drafted are being cited as the reason why the \$91.5 Million of federal funds reserved for public transit improvements in Milwaukee County cannot be diverted to the Kenosha-Racine-Milwaukee commuter rail service ("KRM"). Make no mistake: this is absolutely false.

To the extent that this settlement agreement dealt with specific transportation improvements at all, it indicated that whatever was proposed under the Downtown Transit Connector Study should be a system that could be expanded and made part of a regional transportation system. This language was used because it was contemplated at the time that the Connector Study would propose a low cost and relatively short light rail line connecting downtown with Miller Park. The goal was to propose a low cost line—a line that could be built for a cost in the neighborhood of the \$91.5 Million that was still available.

The Settlement Agreement never contemplated a \$300 Million 13 mile guided bus system that would operate on existing streets; would simply replace existing bus service and would provide reduced levels of transit service over those routes. The Settlement Agreement contemplated a "new" transit service that would be expandable to outlying areas of Milwaukee County and the suburbs. Had the 13 mile guided bus system been on the table at the time, I can guarantee you that I would not have signed the settlement agreement.

In fact the \$300 Million guided bus plan violates the spirit and intent of this settlement agreement because this guided bus plan will do nothing for low income and minority communities in Milwaukee. First, the guided bus plan reduces transit service over the routes it serves. Second, the guided bus system does not connect low income and

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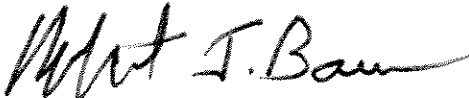
minority communities to areas of job growth in outlying areas of Milwaukee County and the suburbs. Third, the guided bus system cannot be effectively expanded to serve outlying areas of Milwaukee County or the suburbs because if it operates on city streets it is too slow and it cannot operate on separate right-of-ways, such as the 30th Street Rail Corridor, because guided buses require a roadway. Guided buses cannot run on existing railroad tracks.

Commuter rail can operate on separate rights-of-way and on existing railroad tracks such as the 30th Street Rail Corridor. As such it can operate at much faster speeds than what can be achieved on city streets and therefore is more effective in connecting central city neighborhoods with the outlying areas of Milwaukee County and the suburbs. Finally commuter rail is a form of public transit and would be eligible for the \$91.5 Million of federal funds.

Therefore, if the choice is between constructing a commuter rail system or a 13 mile guided bus system, there is no question in my mind that the commuter rail system will do more to connect low income and minority citizens to areas of job growth. To that extent, commuter rail, not the guided bus system, is consistent with the intent of the settlement agreement that I drafted.

Once again, thank you for your attention to these matters.

Sincerely,

A handwritten signature in black ink that reads "Robert J. Bauman". The signature is written in a cursive, flowing style.

Robert J. Bauman  
Alderman, 4<sup>th</sup> District